

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

IOWA PRIMATE LEARNING SANCTUARY)	
d/b/a GREAT APE TRUST,)	
)	
Plaintiff,)	Case No. 4:10-cv-00052
)	
v.)	
)	
ZOOLOGICAL FOUNDATION OF)	
GEORGIA, INC. d/b/a ZOO ATLANTA,)	
DEMOCRATIC REPUBLIC OF CONGO, JAPAN)	
MONKEY CENTRE INSTITUTE AND)	
MUSEUM OF PRIMATOLOGY, and SUE)	
SAVAGE-RUMBAUGH, Ph. D.,)	
)	
Defendants.)	

**DEFENDANT SUE SAVAGE-RUMBAUGH'S
MOTION FOR SPECIFIC PERFORMANCE AND RELATED RELIEF**

COMES NOW Defendant Sue Savage-Rumbaugh, Ph. D (“Dr. Rumbaugh”), and for her Motion For Specific Performance And Related Relief (the “Motion”) states to the Court as follows:

1. For the reasons described in the Memorandum In Support Of Defendant Sue Savage-Rumbaugh’s Motion For Specific Performance And Related Relief (“Memorandum”), filed concurrently herewith, Dr. Rumbaugh respectfully requests that the Court enter an Order:
 - a. Declaring that the Ape Cognition & Communication Institute (“ACCI”) is the legal successor to Plaintiff Iowa Primate Learning Sanctuary (“IPLS”), that the Settlement Agreement¹ and Supplemental Agreement² (the “Agreements”) entered in

¹ This refers to the *Agreement for Settlement and Acknowledgment of Ownership*, by and between the Iowa Primate Learning Sanctuary, Zoological Foundation of Georgia, Democratic Republic of the Congo, and Dr. Rumbaugh, last to sign on February 17, 2013, attached to the Memo as Exhibit A.

² This refers to the *Supplemental Agreement for Settlement and Acknowledgement of Ownership*, by and between

resolution of this action are enforceable upon ACCI, as the successor entity to IPLS, enforcing rights under the Agreements, and resolving issues relating to the governance and administration of ACCI and BHI flowing from the Agreements; or in the alternative

- b. Declaring that IPLS has ceased to exist and directing that custody and control of the bonobos be transferred forthwith to Dr. Rumbaugh and non-party Bonobo Hope Initiative, Inc. ("BHI"), as set out in the Agreements; or in the alternative
- c. Declaring that the Settlement Agreement and Supplemental Agreement are null and void and reopening this litigation; and
- d. Granting the related relief requested in ¶ 4 of the Memorandum; and
- e. Granting such other relief as the Court deems just and equitable.

Iowa Primate Learning Sanctuary, Emily Sue Savage-Rumbaugh, and Bonobo Hope Initiative, Inc., signed on January 31, 2013, attached to the Memo as Exhibit B.

DATED: June 13, 2014

FAEGRE BAKER DANIELS LLP

/s/ Todd P. Langel

Todd P. Langel
801 Grand Avenue, 33rd Floor
Des Moines, IA 50309-8011
Telephone: (515) 248-9000
Facsimile: (515) 248-9010
todd.langel@faegrebd.com

and

KAYE SCHOLER LLP

William C. Zifchak*
425 Park Avenue
New York, NY 10022
Tel: 212-836-8743
Fax: 212-836-6743
Cell: 347-525-5143
wzifchak@kayescholer.com
**admitted pro hac vice*

Ross Neihaus*
Three First National Plaza
70 West Madison Street, Suite 4200
Chicago, Illinois 60602
Tel: (312)583-2458
Fax: (312)583-2558
ross.neihaus@kayescholer.com
**pro hac vice admission pending*

ATTORNEYS FOR DR. SUE SAVAGE-RUMBAUGH, PH.D.

Certificate of Service

The undersigned hereby certifies that a true copy of this **Defendant Sue Savage-Rumbaugh's Motion for Specific Performance and Related Relief** was served upon the following parties through the court's CM/ECF electronic filing system on the 13th day of June, 2014:

Paul D. Burns
Bradley & Riley PC
Tower Place
One South Gilbert
Iowa City, IA 52240-3914

Gregory M. Lederer
Kimberly K. Hardeman
Lederer Weston Craig, PLC
118 Third Avenue Se, Suite 700
P.O. Box 1927
Cedar Rapids, IA 52406-1927

William W. Graham
Graham Ervanian & Cacciato, LLP
317 Sixth Avenue
Suite 900
Des Moines, IA 50309

A copy was also served upon the following attorney via email on the 13th day of June, 2014:

William J. Miller
Dorsey & Whitney
801 Grand Avenue, Suite 4100
Des Moines, IA 50309
miller.william@dorsey.com

/s/ Todd Langel